

foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties or merchantability or otherwise, expressed or implied in fact or by law, and state RJM's entire and exclusive liability and IPSC's remedy for any claim of damages in connection with the sale or furnishing of goods, parts, their design, suitability for use, installation or operation. If more than six flame stabilizers are thermally destroyed within one year of installation in burners properly set to RJM specifications and if investigation by RJM of the burners with the failed stabilizers proves that the burners were maintained in accordance with RJM specifications, then IPSC can at its option request and RJM shall pay within 30 days of receipt of written notice, the purchase price of the flame stabilizers to IPSC. Refunded monies shall only include the cost of the stabilizers and shall not include costs of engineering. RJM will in no event be liable for any special or consequential damages whatsoever, and its liability under no circumstances will exceed the contract price for the equipment only for which liability is claimed.

3.3 The stabilizers shall be delivered to the Intermountain Power Project site by no later than October 21, 1991.